

Marrero, J

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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DOC #:
DATE FILED: 11-15-10

DOW JONES & COMPANY, INC.,

Plaintiff,

- against -

BRIEFING.COM, INC.,

Defendant.

10 Civ. 3321 (VM)

**CONSENT JUDGMENT AND
PERMANENT INJUNCTION**

Plaintiff Dow Jones & Company, Inc. ("Dow Jones") and Defendant

Briefing.com, Inc. ("Briefing.com") (collectively, the "Parties") stipulate and agree to a final judgment and permanent injunction (this "Judgment") upon the terms set forth herein, and it is therefore DECLARED, ADJUDGED AND DECREED that:

1. This Court has subject-matter jurisdiction over the claims asserted by Dow Jones in this action and personal jurisdiction over Briefing.com. Venue of this action properly lies in the Southern District of New York.

2. The Parties waive findings of fact and conclusions of law under Rule 52 of the Federal Rules of Civil Procedure, except as set forth herein.

3. Briefing.com having paid an agreed sum of money to Dow Jones pursuant to a settlement agreement, this Judgment may be entered without the taxation of costs or award of attorneys' fees as to either party and without further notice.

4. Dow Jones has satisfied all statutory prerequisites to the filing of this action under the Copyright Act, 17 U.S.C. § 101 *et seq.*

5. Briefing.com admits to liability for copyright infringement and violations of the Digital Millennium Copyright Act in violation of 17 U.S.C. § 101 *et seq.* in respect to the articles listed in Exhibit C to the Complaint; and to common law misappropriation of certain "hot news" including the news headlines listed in Exhibit D of the Complaint.

6. Pursuant to Federal Rule of Civil Procedure 65, Briefing.com and its agents, servants, employees, affiliates, subsidiaries, and all other persons in active concert and participation with it are immediately and permanently enjoined from further infringement of Dow Jones's copyrights in articles published by Dow Jones.

7. Briefing.com will provide Dow Jones with complimentary access to its website to allow Dow Jones to monitor Briefing.com's compliance with this permanent injunction.

8. Briefing.com's counterclaims against Dow Jones for breach of contract and violation of the Lanham Act, 15 U.S.C. § 1125(a)(1)(A), are dismissed with prejudice, and defendant shall take nothing in respect of such counterclaims.

9. This Judgment shall be binding upon and inure to the benefit of the Parties and their successors and assigns.


10. This Judgment shall constitute the final judgment of any claims, counterclaims and defenses that could have been brought or asserted by each Party against the other Party with respect to conduct that occurred prior to November 5, 2010. All such claims are hereby released and extinguished except to the extent arising under or otherwise provided in this Judgment. Nothing contained herein shall be construed to abridge or otherwise affect the Parties' full enjoyment of the rights and remedies provided for in this Judgment or to release, extinguish or otherwise affect any future claims of the Parties.

11. This Judgment may be specifically enforced by contempt and injunction in addition to any other remedy that might be authorized by law. Any costs and expenses, including legal fees, incurred by a Party in connection with the enforcement of this Judgment will be paid by the Party against whom it is enforced.

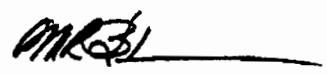
12. This Judgment is entered pursuant to Rule 58 of the Federal Rules of Civil Procedure, and this action is hereby dismissed with prejudice, save that this District Court shall retain jurisdiction over this action, including, without limitation, over implementation of, or disputes arising out of, this Judgment, enforcement of the injunctive provisions hereof, or the settlement of this action.

Dated: New York, New York
November 8, 2010

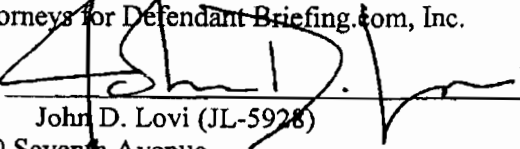
PATTERSON BELKNAP WEBB & TYLER LLP
Attorneys for Plaintiff Dow Jones & Company,
Inc.

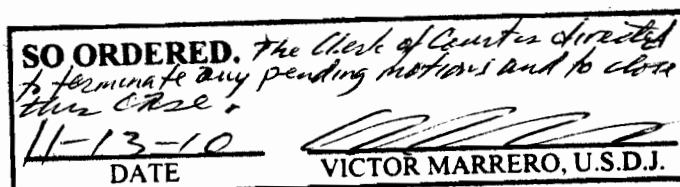
By: 
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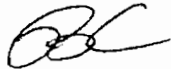
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Attorneys for Defendant Briefing.com, Inc.

By: 
John D. Lovi (JL-5928)
750 Seventh Avenue
New York, New York 10019



So Ordered:

Honorable Victor Marrero
United States District Judge

A handwritten signature in black ink, appearing to be 'VM' or similar initials, written in a cursive style.

Patterson Belknap Webb & Tyler LLP

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November 12, 2010

By Hand

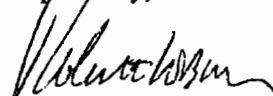
Hon. Victor Marrero
United States District Judge
Daniel Patrick Moynihan
United States Courthouse
500 Pearl St.
New York, NY 10007-1312

Re: Dow Jones & Company, Inc. v. Briefing.com, Inc., 10 Civ. 3321 (VM)

Dear Judge Marrero:

As counsel for plaintiff in the above-referenced action, we are pleased to report that this case has been settled. The settlement is conditional on the Court entering a consent judgment and permanent injunction. Enclosed please find the form of judgment to which the parties have agreed, fully executed by counsel for plaintiff and defendant. The parties jointly request that the Court enter this judgment.

Respectfully,



Robert P. LoBue

Enclosures

cc: Melise Blakeslee, Esq. (by e-mail)
John Lovi, Esq. (by e-mail)